

MARQUIS & AURBACH

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

JOHNSON LAW GROUP, APC a California
Professional Corporation

Plaintiff,

vs.

Case No: 2:09-cv-00112

THE JOHNSON LAW GROUP, PLLC, a
Florida Limited Liability Company;
ENHANCED SERVICING SOLUTIONS, INC.
a New York For-Profit Corporation;
CONSUMER AND BUSINESS DEBT
COUNSELING SERVICES, INC.; a
Massachusetts Not for Profit Corporation; and
THOMAS J. ROLAND, an individual; DOES I
through X; and ROE CORPORATIONS I
through X, inclusive,

Defendants.

FIRST AMENDED COMPLAINT

(Jury Demand Endorsed Herein)

Plaintiff JOHNSON LAW GROUP, APC through the law firm of Marquis & Aurbach,
hereby alleges and complains against the Defendants as follows:

JURISDICTION

1. Jurisdiction is appropriate in this matter pursuant to 28 U.S.C. §1332.

THE PARTIES

2. Johnson Law Group, APC ("JLG NV") is and was at all times relevant a
California Professional Corporation authorized to and carrying out business in Clark County,
Nevada.

1 3. The Johnson Law Group, PLLC ("JLG FLA"), is and was at all times relevant a
2 Florida Limited Liability Company authorized to and conducting business in Nevada and other
3 jurisdictions.

4
5 4. Enhanced Servicing Solutions, Inc. ("ESS") is and was at all times relevant a New
6 York Corporation authorized to and conducting business in Nevada and other jurisdictions.

7 5. Consumer and Business Debt Counseling Services, Inc. ("CBDC") is and was at
8 all times relevant a Massachusetts Not for Profit Corporation authorized to and conducting
9 business in Nevada and other jurisdictions.

10 6. Thomas J. Roland ("Roland") is and was at all times, an individual conducting
11 business in Clark County, Nevada.

12
13 7. The true names and capacities, whether individual, corporate, associate, or
14 otherwise of the Defendants named herein as Roe Corporations I through X, and Does I through
15 X, inclusive, are unknown to Plaintiff at this time, who therefore sues said Defendants by
16 fictitious names and will ask leave of the Court to amend this Complaint to show the true names
17 and capacities of Defendants when the same are ascertained. Same Defendants are sued as
18 principals and/or agents, servants, attorneys, and employees of said principals, and all the acts
19 performed by them were within the course and scope of their authority and limit. Plaintiff is
20 informed and believes and thereupon alleges that each of the said Defendants are legally
21 responsible for the events and happenings referred to herein, and directly and proximately caused
22 the damages and injuries to Plaintiff as hereinafter alleged.

23 **THE DEBT RELIEF INDUSTRY**

24 8. Upon information and belief, all the Defendants perform work and services in the
25 consumer debt relief industry in the United States.

26 9. Roland owns all or part of ESS and CBDC.

27 10. ESS performs debt negotiation services on behalf of individuals in the debt relief
28

1 industry.

2 11. CBDC performs credit counseling services for individuals in the debt relief
3 industry.

4 12. JLG NV is a law firm authorized to practice and practicing in the State of Nevada.

5 13. JLG NV provides legal services for individuals who cannot resolve their debt
6 claims through credit counseling or negotiation.

7
8 14. JLG FLA provides a similar service to clients and operates out of the State of
9 Florida.

10 THE CLIENTS

11 15. Clients come to the parties from marketing companies that advertise debt relief
12 services.

13 16. These marketing companies then provide the clients' information to entities like
14 JLG NV.

15 17. JLG NV then contracts with entities like CBDC or ESS to perform non-legal
16 services like counseling and negotiations.

17 18. When a client's needs cannot be met by the credit counseling or debt negotiation
18 services, those clients return to JLG NV for assistance.

19 JLG NV'S CONTRACT WITH CBDC

20 19. On or about November 1, 2006, JLG NV and CBDC entered into a Back Office
21 Outsourcing Agreement (the "Agreement").

22 20. CBDC agreed to provide debt management and back office processing services to
23 JLG NV's clients.

24 21. In exchange for providing services to JLG NV, CBDC would receive payment for
25 each client it provided services.

1 22. CBDC agreed to keep confidential all records respecting clients and agreed not to
2 use those records for any purpose not specifically contemplated by the Agreement.

3 23. CBDC also agreed that it would not communicate client information to any third
4 parties.

5 24. CBDC agreed that it would neither use client information nor disseminate client
6 information except for the extent necessary to meet its responsibilities under the Agreement.

7 25. The parties executed this Agreement in November, 2006, and have operated under
8 the same Agreement since that time.

9
10 **JLG NV REJECTS ROLAND'S OFFER**

11 26. In 2007, Roland approached JLG NV concerning expanding its business.

12 27. During 2007, a large debt consolidation law firm in Florida (Hess-Kennedy), was
13 investigated for improper activity and severely curtailed its debt relief assistance.

14 28. Based on this change, Roland allegedly saw an opportunity to expand the rolls his
15 companies played in Florida and an opportunity to set up a law firm similar to JLG NV to
16 operate out of the Florida market.

17 29. Roland approached JLG NV about expanding its work and opening an office in
18 Florida.

19 30. However, JLG rejected this offer and refused to participate in any expansion of its
20 operations into Florida.

21 **ROLAND ASSISTS JLG FLA IN OPENING ITS DOORS**

22 31. After being rejected by JLG NV, Roland worked through individuals and
23 representatives in Florida to open JLG FLA.

24 32. Upon information and belief, JLG FLA operates in the debt relief industry in the
25 United States.

1 33. Upon information and belief, JLG FLA performs substantially the same function
2 as JLG NV.

3 34. Upon information and belief, Roland has provided JLG FLA with information
4 concerning policies, procedures and strategies created and developed by JLG NV.

5 35. Roland learned of these procedures and strategies based on his ownership of
6 CBDC and ESS.

7 36. JLG NV never authorized Roland, ESS and/or CBDC to provide this information
8 to JLG FLA.

9 37. Upon information and belief, Roland, ESS, CBDC and JLG FLA have
10 encouraged the marketing companies to steer clients to JLG FLA instead of JLG NV.

11 38. Upon information and belief, JLG FLA has received clients who believe they
12 were contacting JLG NV.

13 39. Upon information and belief, the public is confused over any relationship between
14 JLG NV and JLG FLA.

15 40. Upon information and belief, JLG FLA has held itself out as associated with JLG
16 NV, although there is no association.

17 41. Upon information and belief, JLG FLA has performed debt relief services and
18 provided assistance to clients in Nevada.

19 42. JLG NV has been harmed by the practices of Roland, ESS, CBDC and JLG FLA.

20
21
22
23 **FIRST CAUSE OF ACTION**
24 **(Intentional Interference with Contractual Relations Against All Defendants)**

25 43. Plaintiff repeats, realleges and incorporates for this reference each and every
26 allegation contained above, inclusive, as if fully set forth herein.

27 44. Valid and existing contracts exist between JLG NV and the marketing companies.

28 45. The combined Defendants knew of these valid contracts.

1 46. The combined Defendants acted with the intent and/or design to disrupt these
2 existing contractual relationships.

3 47. The combined Defendants' conduct did, in fact, disrupt these existing contractual
4 relationships.

5 48. As a direct and proximate result of Defendants' actions, Plaintiff has suffered
6 damages in excess of Seventy Five Thousand Dollars (\$75,000.00).

7 49. JLG NV has been forced to retain the services of an attorney to prosecute this
8 matter and is entitled to recover reasonable costs and attorney fees incurred herein as special
9 damages.

10 **SECOND CAUSE OF ACTION**
11 **(Interference with Prospective Economic Advantage)**

12 50. Plaintiff repeats, realleges and incorporates for this reference each and every
13 allegation contained above, inclusive, as if fully set forth herein.

14 51. JLG NV has prospective contractual relationships with any clients that could be
15 directed to it by the marketing companies or the other parties.

16 52. The combined Defendants know of these prospective relationships.

17 53. The combined Defendants acted with the intent to harm JLG NV by preventing it
18 from establishing these relationships.

19 54. The Defendants acted without justification, cause or privilege.

20 55. As a direct and proximate result of Defendants' actions, Plaintiff has suffered
21 damages in excess of Seventy Five Thousand Dollars (\$75,000.00).

22 56. JLG NV has been forced to retain the services of an attorney to prosecute this
23 matter and is entitled to recover reasonable costs and attorney fees incurred herein as special
24 damages.

25 **THIRD CAUSE OF ACTION**
26 **(Civil Conspiracy)**

27 57. Plaintiff repeats, realleges and incorporates for this reference each and every
28 allegation contained above, inclusive, as if fully set forth herein.

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1 70. On or about November 1, 2006, JLG NV entered into the Agreement with
2 Roland's company, CBDC.

3 71. CBDC and Roland breached the contract when they failed to properly comply
4 with the terms and conditions of the contract.

5 72. Roland and CBDC have not been relieved of any obligations under the contract.

6 73. JLG NV has fully complied with all terms of the contract and all conditions
7 precedent have been met.

8 74. As a direct and proximate result of Defendants' actions, Plaintiff has suffered
9 damages in excess of Seventy Five Thousand Dollars (\$75,000.00).

10 75. JLG NV has been forced to retain the services of an attorney to prosecute this
11 matter and is entitled to recover reasonable costs and attorney fees incurred herein as special
12 damages.

13 WHEREFORE, Plaintiff prays as follows:

14 1. For damages in excess of \$75,000 according to the proof at time of trial together
15 with interest thereon.

16 2. For costs of suit and attorney fees incurred by the Plaintiff.

17 3. For such and further relief as this Court may deem just and proper under the
18 circumstances.
19

20 Dated this 22 day of January, 2009.

21
22 MARQUIS & AURBACH

23
24 By

25 Frank M. Flansburg III, Esq.
26 Nevada Bar No. 6974
27 Jason M. Gerber, Esq.
28 Nevada Bar No. 9812
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Attorney(s) for Plaintiff

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Jury Demand

Plaintiff hereby demands trial by jury with the maximum number of jurors allowed at law.

Dated this ____ day of January, 2009.

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